

START 1 SPARK WEBSITE TERMS OF USE

Effective Date: October 14, 2021

These Terms of Use (“**Terms**”) of Start 1 Spark (“**Start 1 Spark**,” “**we**,” “**us**,” and “**our**”) apply to all contents and information available within the domain <https://www.start1spark.org> (the “**Site**”) as well as the functionality that permits you to make donations. You agree, on behalf of yourself and, if applicable, the institution/company or other legal entity that you represent, to be legally bound by these Terms when you access or use the Site.

PLEASE REVIEW THESE TERMS CAREFULLY. BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU ACCEPT THE TERMS SET FORTH HEREIN. IF YOU DO NOT ACCEPT SUCH TERMS, YOU MAY NOT ACCESS THE SITE.

Changes to Terms

The Effective Date of these Terms is set forth at the top of this webpage. We may change these Terms from time to time in our discretion. Changes will be posted to this webpage. We encourage you to return to this webpage frequently so that you are aware of our current Terms. Your continued use of the Site after the Effective Date constitutes your acceptance of the amended Terms. The amended Terms supersede all previous versions.

Privacy

Please review our Privacy Policy (“**Privacy Policy**”) which also applies to your use of the Site.

Tax Status

Start 1 Spark is a Virginia nonstock corporation organized for non-profit purposes and is in the process of applying for an exemption from federal income tax under the Internal Revenue Code. Start 1 Spark has the ultimate authority to use contributions made to it at its discretion for purposes consistent with its non-profit purposes.

Intellectual Property

The Site, and the information, files, documents, text, photographs, images, audio, and video which it contains and any material made available for download on the Site (collectively, the “**Content**”) are the property of us or our licensors, as applicable. The Site and Contents are protected by United States and international copyright and trademark laws. The Content may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved in writing by us. All rights not expressly granted herein are reserved to us and our licensors.

License

Start 1 Spark grants you a limited license to access and make personal use of the Site subject to these Terms. The Site and any part of it may not be reproduced, copied, framed or otherwise exploited for any commercial purpose without the express prior written consent of Start 1 Spark.

Refund Policy

We are grateful for your donation and support of our organization and cause; however, donations are normally non-refundable. Unless otherwise required by applicable law, any donations made to Start 1 Spark are final. If you have any questions about a donation made, please contact us through the contact information provide in the section entitled “How to Contact Us” below.

Independent Arbitration Agreement

In consideration of and as a condition of your use of the Site you and Start 1 Spark (collectively, “**the parties**”) agree as follows (the “**Arbitration Agreement**”):

Applicability; Exclusions; Court and Jury Trial Waiver

The parties agree that any and all covered disputes (as defined below) that either party has the legal right to sue for in court, whether now or in the future, shall be subject to final and binding arbitration under the arbitration provisions set forth below. This means that the parties have selected arbitration as the sole and exclusive forum for the parties to sue or be sued in for all covered disputes, regardless of when the dispute first arose or arises and irrespective of the time period(s) involved in the dispute. The term “**covered disputes**” means all disputes and claims between the parties, including any disputes or claims: arising out of or relating to these Terms; relating to the relationship between the parties; arising under any state, federal, or international law(s) related to data privacy and/or security, and all other claims or disputes under federal, state, and local statutes and laws, municipal ordinances, executive orders, contract, tort, public policy, or common law (judge-made law).

The parties intend to require arbitration of all covered disputes that can lawfully be arbitrated. It is understood by the parties that the term “covered disputes” shall cover and include all such disputes not only between the parties to these Terms but also all disputes or claims against any of your heirs, executors, personal representatives, and assigns, and all such disputes or claims not only against Start 1 Spark but also against any and all of its affiliates, subsidiaries, and parents collectively and its and their predecessors and successors and any of its and their collective officers, agents, employees, members, shareholders, directors, managers, and attorneys.

Usage of JAMS Streamlined or Comprehensive Arbitration Rules and Procedures; Arbitrator to Decide All Issues; Arbitrator’s Decisions Are Final and Binding

Either party shall initiate arbitration under either the JAMS Streamlined or Comprehensive Arbitration Rules and Procedures (which are currently available for review at <https://www.jamsadr.com/adr-rules-procedures/>). The arbitrator (and not a court) shall decide all issues in any covered dispute including, but not limited to, issues regarding the non-availability of class arbitration, timeliness, scope of arbitrator’s authority, arbitration procedures, any issues regarding arbitrability of the parties’ dispute, statute of limitations, and all other issues regarding the application, interpretation, and implementation of these Terms. The arbitrator’s decisions shall be final and binding. The parties agree that a court of competent jurisdiction shall have the authority to enter a judgment upon the award made by the arbitrator or to confirm an arbitration award, and any such proceeding shall not itself be deemed a covered dispute.

Selection and Authority of Arbitrator; Full Remedies Available; Enforceability

The parties agree that a single arbitrator shall be selected by the parties consistent with the applicable JAMS Rules and Procedures as they exist at the time of the Terms' execution. To the fullest extent permitted by law, the arbitrator shall have the power and authority to award any remedy or relief available under applicable law and shall be the sole authority to interpret and apply the provisions of these Terms. The arbitrator shall have the authority to apply any federal, state, local, or municipal law, or executive order, or any common law that the Arbitrator deems applicable to the covered dispute. If there are any ambiguities in these Terms, it is the parties' intent that all ambiguities be resolved in favor of arbitration. If any provision of this Arbitration Agreement is unenforceable, the remainder of this Arbitration Agreement shall remain in full force and effect.

Class and Collective Action Waiver; No Consolidated or Joint Actions

The parties agree that all covered disputes brought against each other will be arbitrated on an individual basis only and not in a class action arbitration, a collective action arbitration, or on any other group, representative, consolidated, or joint basis. The arbitrator shall have no authority to consider or resolve any covered dispute or any claim or issue in a covered dispute on any basis other than on an individual basis and may not proceed or direct the parties to proceed on a class or collective action basis or consolidate or join one or more covered disputes pertaining to you with any other individual's or entity's covered dispute(s). The provisions in this Arbitration Agreement mean that both parties waive their right to commence, become a party to, or in any way participate in any class action, collective action, or group or representative action or claim against the other party or in any such action or claim consolidated or joined with another party, with respect to any covered dispute, and each party agrees to opt-out of or be severed from any such action or proceeding.

Fees, Award

The parties agree that they shall share equally (each pay one-half) the fees and costs of the arbitrator and the fees and costs of arbitration charged by JAMS; except that: (i) in all cases where required by law, Start 1 Spark will pay the full amount of the arbitrator's and JAMS arbitration fees and costs; and (ii) where the arbitrator determines that it is appropriate or necessary based on your financial resources, Start 1 Spark shall pay more than one-half, in an amount to be determined by the arbitrator as fair and equitable. Each party shall bear the cost of his/her/its own legal fees and costs, including but not limited to attorneys' fees and expert witness fees, subject to any right to recover such fees and costs under applicable law, which the arbitrator shall apply where applicable. In rendering an arbitration award, the arbitrator shall apply applicable and appropriate law and shall award all statutory remedies and penalties, including attorneys' fees and costs to the extent authorized by and consistent with law. The award shall be in writing and the arbitrator shall set forth the essential findings of fact and law. Either party may request that a transcript and/or recording of the hearing be made.

Links to Third Party Sites

The Site may contain links to third-party websites or may give you access to applications, software, or products provided by third parties. Please understand that those third-party websites and products may have different terms of use and privacy policies, and that Start 1 Spark does

not control and is not responsible for the content of such websites or the privacy practices of such third parties. The information collected by such third-party websites is not covered by the Privacy Policy.

Security and Restrictions

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, by (a) accessing data not intended for such user or logging onto a server which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation;
- To engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability;
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the materials on the Site;
- Use any manual process to monitor or copy any of the materials on the Site or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Site; or
- Otherwise attempt to interfere with the proper working of the Site.

User Submissions

Except for any personally identifiable information we may collect from you under the guidelines established in our Privacy Policy, any material, information or other communication you transmit, upload or post to this Site including any ideas, comments, suggestions, feedback, data or the like ("**Communications**") will be considered non-confidential and non-proprietary. Start 1 Spark will have no obligations with respect to the Communications. Furthermore, you give up all intellectual property rights, including any moral, publicity and privacy rights you have in any Communication. By submitting the Communication to Start 1 Spark, you agree Start 1 Spark is free to use the Communication, without limitation and without any compensation to you, for any purpose whatsoever and in identifiable or de-identifiable form. Start 1 Spark and its designees will be free to copy, disclose, distribute, incorporate, commercialize and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or noncommercial purposes.

Disclaimer and Limitation of Liability

WE DO NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE

CORRECTED. THE SITE IS PROVIDED BY START 1 SPARK ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, START 1 SPARK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL START 1 SPARK OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES OF WHATSOEVER KIND ARISING OUT OF ACCESS TO OR USE OF THE SITE, SITE-RELATED SERVICES OR ANY INFORMATION, CONTENT OR MATERIALS INCLUDED ON THE SITE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, INFORMATION CONTAINED WITHIN THE SITE, ANY LINKED SITE, OR ANY SERVICES THROUGH THE SITE IS TO STOP USING THE SITE AND/OR THOSE SERVICES. DONATIONS ARE NON REFUNDABLE. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, OUR MAXIMUM LIABILITY TO YOU WITH RESPECT TO YOUR USE OF THIS SITE AND ANY SERVICES BY YOU THROUGH THE SITE IS ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

Any claims arising in connection with your use of the Site or through the Site must be brought within one (1) year of the date of the event giving rise to such action occurred.

Indemnification

You agree to indemnify, defend and hold harmless us and our affiliates, and our respective officers, directors, employees, agents and representatives from and against all losses, expenses, damages, and costs, including reasonable attorney fees, resulting from any violation by you of these Terms or from our termination of your access to or use of the Site. Such termination will not affect either party's rights or obligations, which accrued before the termination.

Miscellaneous

These Terms shall be governed by the laws of Virginia, and you agree to submit to the exclusive jurisdiction of the courts of Virginia, USA in respect of any disputes arising under or in connection with these Terms.

You represent and warrant that you shall comply with all laws and regulations that apply to your access and use of the Site and any Site-related services, including, but not limited to, any applicable national laws that prohibit the export or transmission of technical data or software to certain territories or jurisdictions.

We reserve the right to seek all remedies available at law and in equity for violations of these Terms, including the right to remove any contents generated by you on the Site, block your access to the Site, block IP addresses.

If any provision of these Terms is held to be unenforceable, the remaining Terms shall remain in full force and effect, and the unenforceable provision shall be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

No waiver by us of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any right.

How to Contact Us

If you have any questions, comments or notices regarding these Terms, please contact us at 10431 Patterson Ave, Henrico, VA 23238.